

CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

I. (a) PLAINTIFFS

Business Advisors MD, LLC

(b) County of Residence of First Listed Plaintiff Dallas County, TX
(EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorneys (Firm Name, Address, and Telephone Number)

Jamie Welton and Lucas Wohlford,
Duane Morris, LLP (address information is on the attachment)

DEFENDANTS

Natural State Laboratories, LLC, Natural State Geonomics, LLC,
and see the attachment listing all of the remaining Defendants,

County of Residence of First Listed Defendant Pulaski County, AR
(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF
THE TRACT OF LAND INVOLVED.

Attorneys (If Known)

Thomas S. Brandon, Jr. and John Allen Chalk, Whitaker Chalk
Swindle & Schwartz (address information is on the attachment)

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- ☐ 1 U.S. Government Plaintiff
- ☐ 2 U.S. Government Defendant
- ☐ 3 Federal Question (U.S. Government Not a Party)
- ☒ 4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

- | | PTF | DEF | | PTF | DEF |
|---|---------------------------------------|---------------------------------------|---|----------------------------|----------------------------|
| Citizen of This State | <input checked="" type="checkbox"/> 1 | <input type="checkbox"/> 1 | Incorporated or Principal Place of Business In This State | <input type="checkbox"/> 4 | <input type="checkbox"/> 4 |
| Citizen of Another State | <input type="checkbox"/> 2 | <input checked="" type="checkbox"/> 2 | Incorporated and Principal Place of Business In Another State | <input type="checkbox"/> 5 | <input type="checkbox"/> 5 |
| Citizen or Subject of a Foreign Country | <input type="checkbox"/> 3 | <input type="checkbox"/> 3 | Foreign Nation | <input type="checkbox"/> 6 | <input type="checkbox"/> 6 |

IV. NATURE OF SUIT (Place an "X" in One Box Only)Click here for: [Nature of Suit Code Descriptions.](#)

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES	
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excludes Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input checked="" type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	PERSONAL INJURY <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury - Medical Malpractice	PERSONAL INJURY <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 367 Health Care/Pharmaceutical Personal Injury Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability PERSONAL PROPERTY <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 690 Other LABOR <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Management Relations <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 751 Family and Medical Leave Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Employee Retirement Income Security Act IMMIGRATION <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 465 Other Immigration Actions	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 PROPERTY RIGHTS <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 835 Patent - Abbreviated New Drug Application <input type="checkbox"/> 840 Trademark <input type="checkbox"/> 880 Defend Trade Secrets Act of 2016 SOCIAL SECURITY <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) FEDERAL TAX SUITS <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609	<input type="checkbox"/> 375 False Claims Act <input type="checkbox"/> 376 Qui Tam (31 USC 3729(a)) <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit (15 USC 1681 or 1692) <input type="checkbox"/> 485 Telephone Consumer Protection Act <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 896 Arbitration <input type="checkbox"/> 899 Administrative Procedure Act/Review or Appeal of Agency Decision <input type="checkbox"/> 950 Constitutionality of State Statutes
REAL PROPERTY <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	CIVIL RIGHTS <input type="checkbox"/> 440 Other Civil Rights <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 445 Amer. w/Disabilities - Employment <input type="checkbox"/> 446 Amer. w/Disabilities - Other <input type="checkbox"/> 448 Education	PRISONER PETITIONS Habeas Corpus: <input type="checkbox"/> 463 Alien Detainee <input type="checkbox"/> 510 Motions to Vacate Sentence <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty Other: <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition <input type="checkbox"/> 560 Civil Detainee - Conditions of Confinement			

V. ORIGIN (Place an "X" in One Box Only)

- ☐ 1 Original Proceeding
- ☒ 2 Removed from State Court
- ☐ 3 Remanded from Appellate Court
- ☐ 4 Reinstated or Reopened
- ☐ 5 Transferred from Another District (specify)
- ☐ 6 Multidistrict Litigation - Transfer
- ☐ 8 Multidistrict Litigation - Direct File

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):

28 U.S.C. Sec. 1446(a) and 1332 (a)

Brief description of cause:

Breach of contract action in which the dispute concerns a claim in excess of \$75,000.

VII. REQUESTED IN COMPLAINT:

☐ CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P.

DEMAND \$
\$2,084,300.00

CHECK YES only if demanded in complaint:
JURY DEMAND: ☐ Yes ☒ No

VIII. RELATED CASE(S) IF ANY

(See instructions):

JUDGE N/A

DOCKET NUMBER

DATE

Jun 18, 2021

SIGNATURE OF ATTORNEY OF RECORD

Thomas S. Brandon, Jr.

FOR OFFICE USE ONLY

RECEIPT # _____ AMOUNT _____ APPLYING IFP _____ JUDGE _____ MAG. JUDGE _____

Attachment to Civil Cover Sheet

Plaintiff's attorneys:

Jamie Welton, email: jrwelton@duanemorris.com
Lucas Wohlford, email: lcwohlford@duanemorris.com
DUANE MORRIS, LLP
100 Crescent Dr., Suite 1200
Dallas, TX 75201
Telephone: 214-257-7200
Facsimile: 214-257-7201

Named Defendants:

Natural State Laboratories, LLC,
Natural State Genomics, LLC,
Stephen Harrison,
Jeffrey Weeks
Timothy Miller
Sharon Miller
Joseph Miller
Provence23, LLC, and
SB Holdings, LLC

Defendants' Attorneys:

Thomas S. Brandon, Jr., email: tbrandon@whitakerchalk.com
John Allen Chalk, email: jchalk@whitakerchalk.com
WHITAKER CHALK SWINDLE & SCHWARTZ PLLC
301 Commerce St., Ste. 3500
Fort Worth, TX 76102
Phone: 817-878-0500
Fax: 817-878-0501

Supplemental Civil Cover Sheet for Cases Removed From State Court

This form must be attached to the Civil Cover Sheet at the time the case is filed in the U.S. District Clerk's Office. Additional sheets may be used as necessary.

1. State Court Information:

Please identify the court from which the case is being removed and specify the number assigned to the case in that court.

<u>Court</u>	<u>Case Number</u>
14th Judicial District Court of Dallas County, Texas	DC-21-06287

2. Style of the Case:

Please include all Plaintiff(s), Defendant(s), Intervenor(s), Counterclaimant(s), Crossclaimant(s) and Third Party Claimant(s) still remaining in the case and indicate their party type. Also, please list the attorney(s) of record for each party named and include their bar number, firm name, correct mailing address, and phone number (including area code).

<u>Party and Party Type</u>	<u>Attorney(s)</u>
Business Advisors MD, LLC -- Plaintiff	Plaintiff: Jamie R. Welton and Lucas C. Wohlford
All Defendants: Natural State Laboratories, LLC, Natural	All Defendants are represented by: Thomas S.
State Geonomics, LLC, Stephen Harrison, Jeffrey	Brandon, Jr. and John Allen Chalk
Weeks, Timothy Miller, Sharon Miller, Joseph Miller,	
Provence23, LLC and SB Holdings, LLC	

3. Jury Demand:

Was a Jury Demand made in State Court? ☐ Yes ☒ No

If "Yes," by which party and on what date?

Party

Date

Supplemental Civil Cover Sheet
Page 2 of 2

4. Answer:

Was an Answer made in State Court? ☒ Yes ☐ No

If "Yes," by which party and on what date?

Defendants _____
Party

June 17, 2021 _____
Date

5. Unserved Parties:

The following parties have not been served at the time this case was removed:

<u>Party</u>	<u>Reason(s) for No Service</u>
None	N/A

6. Nonsuited, Dismissed or Terminated Parties:

Please indicate any changes from the style on the State Court papers and the reason for that change:

<u>Party</u>	<u>Reason</u>
None.	

7. Claims of the Parties:

The filing party submits the following summary of the remaining claims of each party in this litigation:

<u>Party</u>	<u>Claim(s)</u>
Plaintiff	Plaintiff has sued for breach of contract and recovery of damages and attorneys' fees. Plaintiff has also sued for Quantum Meruit and recovery of attorneys' fees.

to herein as “NSG”), Stephen Harrison, Jeffrey Weeks, Timothy Miller, Sharon Miller, Joseph Miller, Provence23, LLC, and SB Holdings, LLC.

3. On May 17, 2021, Plaintiff filed its lawsuit against the named Defendants suing them for claims of breach of contract (for recovery of damages and attorneys’ fees) and, in the alternative, for Quantum Meruit (for damages). The lawsuit was filed in the 14th Judicial District Court of Dallas County, Texas and was assigned the number of DC-21-06287. The service of process was prepared and issued on May 19, 2021 by the offices of the Clerk of the District Courts of Dallas County, Texas.
4. The following named Defendants: Natural State Laboratories, LLC (also referred to herein as “NSL”), Natural State Genomics, LLC (also referred to herein as “NSG”), Provence23, LLC, and SB Holdings, LLC were served with process when the Texas Secretary of State was served on May 27, 2021 on behalf of those Defendants. None of the five individually named Defendants was served with process prior to May 27, 2021. Therefore, the Defendants file this Notice of Removal within the 30-day time period required by 28 U.S.C. § 1446(b)(1).

B. BASIS FOR REMOVAL

5. Removal to this Court is proper because there is a complete diversity of citizenship between the parties. 28 U.S.C. §1332(a).

6. Plaintiff is a citizen of the State of Texas as it was created under the laws of Texas and has its principal place of business in Texas as stated in ¶ 5, page 2 of the Plaintiff's Original Petition (a copy of which is attached hereto).
7. Each and every Defendant is a citizen of the State of Arkansas. Plaintiff acknowledges this complete diversity in ¶¶ numbered 6 – 14, pages 2 – 4 of Plaintiff's Original Petition. Plaintiff acknowledges in those paragraphs that each entity Defendant was created under the laws of the State of Arkansas and maintains its principal place of business in Arkansas. Further, Plaintiff acknowledges that each of the five named individual Defendants are citizens of the State of Arkansas.
8. Additionally, the amount in controversy exceeds **\$75,000**, excluding interest and costs. 28 U.S.C. §1332(a). Specifically, the Plaintiff alleges that one Defendant, Natural State Genomics, LLC, and its owner are indebted to the Plaintiff in the amount of at least \$2,084,300.00, plus late fees. (*See*, Plaintiff's Original Petition, page 8, ¶ 38, attached hereto). In addition to the damages alleged, the Plaintiff is suing Defendants for recovery of its attorneys' fees.
9. All Defendants who have been properly joined and served join in or consent to the removal of this case to federal court. 28 U.S.C. §1446(b)(2)(A).
10. Copies of all pleadings, processes, orders, and other filings in the state-court suit are attached to this notice as required by 28 U.S.C. §1446(a).
11. Venue is proper in this district under 28 U.S.C. §1441(a) because the state court in which this has been pending is located in this district.

12. Defendant will promptly file a copy of this Notice of Removal with the clerk of the state court where the suit has been pending.

C. JURY DEMAND

13. Plaintiff did not demand a jury in the state-court suit. However, Defendants do hereby make a demand that any issue triable by right by jury be granted in this case pursuant to Rule 38 and Rule 81(c)(3)(B) of the FEDERAL RULES OF CIVIL PROCEDURE.

D. CONCLUSION

14. Defendants have timely filed this Notice of Removal. This suit qualifies for removal pursuant to 28 U.S.C. §1446(a) in that there is a complete diversity of citizenship between the Plaintiff, on the one hand, and all Defendants, on the other hand, and the amount in controversy is in excess of \$75,000.00, exclusive of interest and costs.

Wherefore, Defendants request the Court to remove the suit to the United States District Court, Northern District of Texas, Dallas Division.

Respectfully submitted,

/s/ Thomas S. Brandon, Jr.
Thomas S. Brandon, Jr.
Texas Bar No. 02881400
Email: tbrandon@whitakerchalk.com

John Allen Chalk
Texas Bar No. 04059400
Email: jchalk@whitakerchalk.com

WHITAKER CHALK SWINDLE & SCHWARTZ PLLC
301 Commerce St., Ste. 3500
Fort Worth, TX 76102
Phone: 817-878-0500
Fax: 817-878-0501

ATTORNEYS FOR DEFENDANTS

CERTIFICATE OF SERVICE

This is to certify that a true and correct copy of the foregoing was served on counsel of record, via e-filing with the Court's CM/ECF system and via email as provided in the FED.R.CIV.PROC. on this 18th day of June, 2021, namely:

Jamie Welton, jrwelton@duanemorris.com, and
Lucas Wohlford, lwohlford@duanemorris.com
DUANE MORRIS, LLP
100 Crescent Dr., Suite 1200
Dallas, TX 75201.

/s/ Thomas S. Brandon, Jr.

Thomas S. Brandon, Jr.

STATE COURT ONLINE DOCKET

Case Information

DC-21-06287 | BUSINESS ADVISORS MD LLC vs. NATURAL STATE LABORATORIES LLC, et al

Case Number

DC-21-06287

File Date

05/17/2021

Court

14th District Court

Case Type

CNTR CNSMR COM DEBT

Judicial Officer

MOYE', ERIC

Case Status

OPEN

Party

PLAINTIFF

BUSINESS ADVISORS MD LLC

Address

6100 W PLANO PKWY STE 3200

PLANO TX 75093

Active Attorneys ▼

Lead Attorney

WELTON, JAMIE R

Retained

Attorney

WOHLFORD, LUCAS C

Retained

DEFENDANT

NATURAL STATE LABORATORIES LLC

Address

4851 NORTSHORE LN

NORTH LITTLE ROCK AR 72118

Active Attorneys ▼

Lead Attorney

BRANDON, TOM S

Retained

DEFENDANT

NATURAL STATE GENOMICS LLC

Active Attorneys ▼

Lead Attorney

Address
10809 EXECUTIVE CENTER DR STE 319
LITTLE ROCK AR 72211

BRANDON, TOM S
Retained

DEFENDANT
HARRISON, STEPHEN

Address
34 MARGUEAUX DR
LITTLE ROCK AR 72223

Active Attorneys ▼
Lead Attorney
BRANDON, TOM S
Retained

DEFENDANT
WEEKS, JEFFREY

Address
1535 DECLARATION COVE
CONWAY AR 72034

Active Attorneys ▼
Lead Attorney
BRANDON, TOM S
Retained

DEFENDANT
MILLER, TIMOTHY

Address
38 PAMELA DR
LITTLE ROCK AR 72227

Active Attorneys ▼
Lead Attorney
BRANDON, TOM S
Retained

DEFENDANT
MILLER, SHARON

Address
38 PAMELA DR
LITTLE ROCK AR 72227

Active Attorneys ▼
Lead Attorney
BRANDON, TOM S
Retained

DEFENDANT
MILLER, JOSEPH

Address
38 PAMELA DR
LITTLE ROCK AR 72227

Active Attorneys ▼
Lead Attorney
BRANDON, TOM S
Retained

DEFENDANT

Active Attorneys ▼

PROVENCE23 LLC

Address

5420 W MARKHAM

LITTLE ROCK AR 72205

Lead Attorney

BRANDON, TOM S

Retained

DEFENDANT

SB HOLDINGS LLC

Address

2211 HUNTLEIGH COURT

LITTLE ROCK AR 72212

Active Attorneys ▼

Lead Attorney

BRANDON, TOM S

Retained

Events and Hearings

05/17/2021 NEW CASE FILED (OCA) - CIVIL

05/17/2021 ORIGINAL PETITION ▼

ORIGINAL PETITION

05/17/2021 ISSUE CITATION ▼

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05/19/2021 CITATION SOS/COI/COH/HAG ▼

Served

05/27/2021

Anticipated Server

ESERVE

Anticipated Method

Actual Server

OUT OF COUNTY

Returned

06/02/2021

Comment

SOS NATURAL STATE LABORTORIES LLC

05/19/2021 CITATION SOS/COI/COH/HAG ▼

Served

05/27/2021

Anticipated Server

ESERVE

Anticipated Method

Actual Server

OUT OF COUNTY

Returned

06/02/2021

Comment

SOS NATURAL STATE GENOMICS LLC C

05/19/2021 CITATION SOS/COI/COH/HAG ▼

Unserved

Anticipated Server

ESERVE

Anticipated Method

Served

05/27/2021

Anticipated Server

ESERVE

Anticipated Method

Actual Server

OUT OF COUNTY

Returned

06/02/2021

Comment

SOS PROVENCE 23 LLC

05/19/2021 CITATION SOS/COI/COH/HAG ▼

Served

05/27/2021

Anticipated Server

ESERVE

Anticipated Method

Actual Server

OUT OF COUNTY

Returned

06/02/2021

Comment

SOS SB HOLDING LLC

05/19/2021 CITATION ▼

Unserved

Anticipated Server

ESERVE

Anticipated Method

Comment

STEPHEN HARRISON

05/19/2021 CITATION ▼

Served

06/07/2021

Anticipated Server

ESERVE

Anticipated Method

Actual Server

OUT OF COUNTY

Returned

06/09/2021

Comment

JEFFREY WEEKS

05/19/2021 CITATION ▼

Unserved

Anticipated Server

ESERVE

Anticipated Method

Comment

TIMOTHY MILLER

05/19/2021 CITATION ▼

Unserved

Anticipated Server

ESERVE

Anticipated Method

Comment

SHARON MILLER

05/19/2021 CITATION ▼

Unserved

Anticipated Server

ESERVE

Anticipated Method

Comment

JOSEPH MILLER

06/02/2021 RETURN OF SERVICE ▼

EXECUTED CITATION SOS - NATURAL STATE LABORTORIES LLC

Comment

EXECUTED CITATION SOS - NATURAL STATE LABORTORIES LLC

06/02/2021 RETURN OF SERVICE ▼

EXECUTED CITATION SOS - SB HOLDINGS, LLC

Comment

EXECUTED CITATION SOS - SB HOLDINGS, LLC

06/02/2021 RETURN OF SERVICE ▼

EXECUTED CITATION SOS - NATURAL STATE GENOMICS, LLC

Comment

EXECUTED CITATION SOS - NATURAL STATE GENOMICS, LLC

06/02/2021 RETURN OF SERVICE ▼

EXECUTED CITATION SOS - SOS PROVENCE 23, LLC

Comment

EXECUTED CITATION SOS - SOS PROVENCE 23, LLC

06/09/2021 RETURN OF SERVICE ▼

EXECUTED CITATION:JEFFREY WEEKS

Comment

EXECUTED CITATION:JEFFREY WEEKS

06/17/2021 ORIGINAL ANSWER - GENERAL DENIAL ▼

ORIGINAL ANSWER

Financial

BUSINESS ADVISORS MD LLC

Total Financial Assessment	\$380.00
Total Payments and Credits	\$380.00

5/18/2021	Transaction	\$380.00
	Assessment	

5/18/2021	CREDIT CARD -	Receipt #	BUSINESS	(\$380.00)
	TEXFILE (DC)	31053-2021-	ADVISORS MD LLC	
		DCLK		

Documents

ORIGINAL PETITION

ISSUE CITATION

ISSUE CITATION

ISSUE CITATION

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ISSUE CITATION COMM OF INS OR SOS

EXECUTED CITATION SOS - NATURAL STATE LABORTORIES LLC

EXECUTED CITATION SOS - SB HOLDINGS, LLC

EXECUTED CITATION SOS - NATURAL STATE GENOMICS, LLC

EXECUTED CITATION SOS - SOS PROVENCE 23, LLC

EXECUTED CITATION:JEFFREY WEEKS

ORIGINAL ANSWER

**DOCUMENTS
FILED IN
STATE COURT**

CASE NO. DC-21-06287

BUSINESS ADVISORS MD, LLC,	§	IN THE DISTRICT COURT OF
	§	
Plaintiff,	§	
	§	
v.	§	DALLAS COUNTY, TEXAS
	§	
NATURAL STATE LABORATORIES,	§	
LLC, NATURAL STATE GENOMICS,	§	
LLC, STEPHEN HARRISON,	§	
JEFFREY WEEKS, TIMOTHY	§	
MILLER, SHARON MILLER,	§	
JOSEPH MILLER, PROVENCE²³,	§	14th
LLC, AND SB HOLDINGS, LLC,	§	
	§	
Defendants.	§	JUDICIAL DISTRICT

PLAINTIFF'S ORIGINAL PETITION

Plaintiff Business Advisors MD, LLC (“Plaintiff” or “Business Advisors”) files this Original Petition against Defendants Natural State Laboratories, LLC, Natural State Genomics, LLC, Stephen Harrison, Jeffrey Weeks, Timothy Miller, Sharon Miller, Joseph Miller, Provence23 LLC, and SB Holdings, LLC (collectively, “Defendants”).

PRELIMINARY STATEMENT

This is a commercial debt collection suit to recover in excess of \$2,000,000 pursuant to the terms of two medical billing service contracts. Defendants failed to pay the outstanding amounts owed under the contracts, and repudiated the Agreements by prematurely terminating the contracts and refusing to provide documentation necessary for Plaintiff to perform further services. The outstanding amounts owed are personally guaranteed by the owners of the contracting laboratories. Accordingly, Plaintiff brings its claims for breach of contract against the contracting laboratories and their owners for all outstanding amounts owed, in addition to late fees provided for in the contracts, attorneys' fees, costs, and interest at the highest rate allowed by law.

DISCOVERY CONTROL PLAN

1. Pursuant to TEXAS RULE OF CIVIL PROCEDURE 190.3, discovery shall be conducted under Discovery Control Plan Level 2.

JURISDICTION & VENUE

2. Jurisdiction is proper in this Court because Defendants purposely availed themselves of the privilege of conducting business activities in Texas and have continuous and systematic business contacts with Texas. Defendants also entered into contracts performable in whole or in part in the State of Texas, and caused damages and/or created justiciable controversies in the State of Texas. Defendants also contractually agreed to the jurisdiction of the State of Texas.

3. The damages sought are within the jurisdictional limits of the Court. Pursuant to TEX. R. CIV. P. 47(c), Plaintiff seeks monetary relief over \$1,000,000.

4. Pursuant to § 15.002(a)(1) of the TEX. CIV. PRAC. & REM. CODE, venue is proper in this Court because all or a substantial part of the alleged events and omissions giving rise to Plaintiff's claims occurred in Dallas County, Texas. Defendants also contractually agreed to venue in Dallas County, Texas.

PARTIES

5. Business Advisors MD, LLC is a limited liability company organized and existing under the laws of the State of Texas with its principal place of business at 6100 West Plano Pkwy, Suite 3200, Plano, Texas 75093.

6. Natural State Laboratories, LLC ("NSL") is a limited liability company organized under the laws of the State of Arkansas with its principal place of business located at 4851 Northshore Ln, North Little Rock, AR 72118. Although NSL engaged in business in Texas, it does not maintain a regular place of business in Texas and has not designated an agent for service of

process in Texas. Accordingly, NSL may be served via the Texas Secretary of State, at 1019 Brazos Street, Austin, TX 78701, as set forth in TEX. CIV. PRAC. & REM. CODE § 17.044.

7. Natural State Genomics, LLC (“NSG”) is a limited liability company organized under the laws of the State of Arkansas with its principal place of business located at 10809 Executive Center Drive, Suite 319, Little Rock, AR 72211. Although NSG engaged in business in Texas, it does not maintain a regular place of business in Texas and has not designated an agent for service of process in Texas. Accordingly, NSG may be served via the Texas Secretary of State, at 1019 Brazos Street, Austin, TX 78701, as set forth in TEX. CIV. PRAC. & REM. CODE § 17.044.

8. Stephen Harrison is an individual and citizen of the State of Arkansas who may be served with process at 34 Margeaux Drive, Little Rock, AR 72223, or wherever he may be found.

9. Jeffrey Weeks is an individual and citizen of the State of Arkansas who may be served with process at 1535 Declaration Cove, Conway, AR 72034, or wherever he may be found.

10. Timothy Miller is an individual and citizen of the State of Arkansas who may be served with process at 38 Pamela Drive, Little Rock, AR 72227, or wherever he may be found.

11. Sharon Miller is an individual and citizen of the State of Arkansas who may be served with process at 38 Pamela Drive, Little Rock, AR 72227, or wherever she may be found.

12. Joseph Miller is an individual and citizen of the State of Arkansas who may be served with process at 38 Pamela Drive, Little Rock, AR 72227, or wherever he may be found.

13. Provence23, LLC is a limited liability company organized under the laws of the State of Arkansas with its principal place of business located at 5420 West Markham, Little Rock, AR 72205. Provence23, LLC is a member and owner of NSL. Although Provence23, LLC engaged in business in Texas, it does not maintain a regular place of business in Texas and has not designated an agent for service of process in Texas. Accordingly, Provence23, LLC may be served

via the Texas Secretary of State, at 1019 Brazos Street, Austin, TX 78701, as set forth in TEX. CIV. PRAC. & REM. CODE § 17.044

14. SB Holdings, LLC is a limited liability company organized under the laws of the State of Arkansas with its principal place of business located at 2211 Huntleigh Court, Little Rock, AR 72212. SB Holdings, LLC is the sole member and owner of NSG. Although SB Holdings, LLC engaged in business in Texas, it does not maintain a regular place of business in Texas and has not designated an agent for service of process in Texas. Accordingly, SB Holdings, LLC may be served via the Texas Secretary of State, at 1019 Brazos Street, Austin, TX 78701, as set forth in TEX. CIV. PRAC. & REM. CODE § 17.044. Seaborn Bell is the sole member of SB Holdings, LLC, and is an individual and citizen of the State of Arkansas.

FACTS

Defendants Engage Business Advisors To Perform Medical Billing And Support Services.

15. Business Advisors is a medical billing and administrative support company. Through years of experience in the medical billing and administrative support industry, Business Advisors has developed effective and efficient methods and processes for providing medical and laboratory billing, credentialing, coding, and other administrative support services to medical providers. These methods and processes enable healthcare providers and laboratories to timely and effectively bill and collect medical claims. Business Advisors employs a dedicated team of staff to service each client's account, and has earned a sterling reputation in its industry and an "A+" rating from the Better Business Bureau.

16. NSL and NSG are privately owned laboratories that perform toxicology testing, genetic testing, and molecular diagnostics for medical providers and their patients.

17. Stephen Harrison, Jeffrey Weeks, Timothy Miller, Sharon Miller, Joseph Miller and Provence23, LLC are members and owners of NSL (collectively, the “NSL Owners”).

18. SB Holdings, LLC, is the sole member and owner of NSG (the “NSG Owner”).

19. On December 6, 2019, NSL and Business Advisors entered into a Service Agreement wherein NSL agreed to pay Business Advisors to handle all medical claim processing, billing, collection, and administrative support services for NSL (the “NSL Agreement”).

20. On February 1, 2020, NSG and Business Advisors entered into a separate but substantively identical Service Agreement wherein NSG agreed to pay Business Advisors to handle all medical claim processing, billing, collection, and administrative support services for NSG (the “NSG Agreement,” and with the NSL Agreement, the “Agreements”).

21. Under the terms of the Agreements, NSL/NSG agreed to provide Business Advisors with the documentation needed to process all of their medical claims and handle billing and collections. In turn, Business Advisors agreed to enter patient demographics, process medical claims, process and submit claims to insurance companies, follow-up on rejections or denials, post insurance payments, and generate patient statements using NSL/NSG’s web-based billing system.

22. The Agreements provided for an initial term of 180-days from the date of execution. On the last calendar day of the final month of the term (the “Renewal Date”), the Agreements automatically renewed for successive 180-day periods unless Business Advisors received written notice of termination at least 60-days prior to the Renewal Date. The Agreements further provide that NSL/NSG are responsible for payment of the monthly billing fees for one month following the end of the term of the Agreements.

23. Under the terms of the Agreements, NSL/NSG agreed to pay Business Advisors 6% of monthly collections (from insurance and patients) on all medical claims. NSL/NSG also

agreed to pay Business Advisors a \$100 per day late fee on each monthly payment not received by the 10th day of the month. NSL/NSG further agreed, unconditionally, to pay Business Advisors its monthly fees through the end of the fixed term of the Agreements. Where actual monthly collection amounts were not available, NSL/NSG agreed to pay Business Advisors the average monthly fee calculated from the prior three months.

24. NSL Owners guaranteed all payments under the terms of the NSL Agreement.

25. The NSG Owner guaranteed all payments under the terms of the NSG Agreement.

Defendants Breached The Agreements And Failed To Pay The Outstanding Amounts Owed.

26. Business Advisors and NSL/NSG performed under the Agreements during the initial 180-day term and a 180-day second term.

27. Business Advisors did not receive written notice of termination of the Agreements 60-days in advance of the Renewal Date for the third 180-day term.

28. Accordingly, on January 1, 2021, the NSL Agreement automatically renewed for a third 180-day term. Pursuant to the NSL Agreement, the third term ends June 30, 2021, and NSL and the NSL Owners are responsible for payment of monthly fees through July 31, 2021.

29. On February 1, 2021, the NSG Agreement automatically renewed for a third 180-day term. Pursuant to the NSG Agreement, the third term ends July 31, 2021, and NSG and the NSG Owner are responsible for payment of monthly fees through August 30, 2021.

30. On February 22, 2021, after the Agreements had already renewed for a third term, Stephen Harrison, on behalf of NSL/NSG, emailed Business Advisors written notice to terminate the Agreements (the “Termination Notice”) purporting to terminate the Agreements effective February 28, 2021.

31. On February 24, 2021, Business Advisors acknowledged receipt of the Termination Notice, but made clear to NSL/NSG that under the terms of the Agreements, the Termination

Notice did not terminate the Agreements as of February 28, 2021, or any other arbitrary date unilaterally selected by NSL/NSG. Rather, pursuant to the Termination Notice, the Agreements would not renew for a fourth term.

32. Despite Business Advisors' response, and contrary to the terms of the Agreements, NSL/NSG thereafter stopped paying Business Advisors amounts due and owing under the Agreements, and stopped performing all of their obligations under the Agreements.

33. Specifically, NSL defaulted on its obligation to pay Business Advisors for monthly fees due and owing for April and May 2021.

34. NSG also defaulted on its obligation to pay Business Advisors for monthly fees due and owing for April and May 2021.

35. As of April 1, 2021, NSL/NSG have failed and refused to provide Business Advisors with any medical claims documentation needed in order for Business Advisors to process the medical claims and tender performance under the Agreements. Business Advisors, on numerous occasions, followed up with NSL/NSG on the same, but received no response or communication whatsoever.

36. Accordingly, on April 19, 2021, Business Advisors sent NSL/NSG written notice of their material breach of the Agreements and demand for payment and performance assurances. Business Advisors made clear that it employs a dedicated team of staff to service NSL and NSG under the Agreements in reliance on the agreed, fixed term of the Agreements. Business Advisors re-iterated to NSL/NSG that under the terms of the Agreements, NSL/NSG unconditionally agreed to pay Business Advisors through the end of the third term notwithstanding Business Advisor's inability to render services under the Agreement due solely to NSL/NSG's non-performance.

37. NSL and NSL Owners owe Business Advisors monthly fees through the end of the NSL Agreement (*i.e.*, third term) of approximately \$10,632.00, plus late fees on each outstanding monthly payment accruing at \$100/day.

38. NSG and the NSG Owner owe Business Advisors monthly fees through the end of the NSG Agreement (*i.e.*, third term) of approximately \$2,084,300.00, plus late fees on each outstanding monthly payment accruing at \$100/day.

CAUSES OF ACTION

Count I: Breach of Contract Against NSL And The NSL Owners.

39. Business Advisors hereby incorporates the allegations set forth in the above paragraphs as if fully set forth herein.

40. The NSL Agreement is a valid and enforceable contract.

41. Business Advisors has performed all conditions precedent, covenants, and promises required of it under the terms and conditions of the NSL Agreement, and has rendered all services and performed all labor associated with the terms of the NSL Agreement and business dealings between Business Advisors and NSL.

42. As described above, NSL breached the NSL Agreement by failing to pay Business Advisors monthly fees due and owing under the NSL Agreement. NSL further breached the NSL Agreement by failing and refusing to perform its obligations under the NSL Agreement, including, among other things, failing to pay the outstanding amounts due thereunder, repudiating the NSL Agreement, and refusing to send Business Advisors documentation for the processing of any medical claims on and after April 1, 2021.

43. On April 19, 2021, Business Advisors provided NSL written notice of its material breach of the NSL Agreement and demand for payment and performance assurances. Under the terms of the NSL Agreement, NSL unconditionally agreed to pay Business Advisors through the

end of the third term and the following month notwithstanding Business Advisor's inability to render services under the NSL Agreement due solely to NSL's wrongful repudiation and non-performance.

44. Despite Business Advisors' written notice and demand for performance assurance, NSL has failed to perform, failed to provide adequate assurance of future performance, and failed to pay Business Advisors pursuant to the terms of the NSL Agreement.

45. Similarly, the NSL Owners personally guaranteed the amounts owed to Business Advisors by NSL under the Agreement, but has failed to pay the outstanding amounts owed.

46. As a direct and proximate result of NSL's breaches and repudiation of the Agreement, Business Advisors has suffered actual damage of \$10,632.00 in monthly fees owed under the Agreement, in addition to the contractual late fees in the amount of \$100 per day, all attorneys' fees and costs incurred, and prejudgment interest on the outstanding amount owed.

47. Because Business Advisor's claims are for, among other things, services rendered, labor performed, and breach of contract, and Business Advisors has been required to retain the undersigned attorneys to prepare, file, and prosecute this suit, Business Advisors has incurred, and will further incur, costs in connection with the prosecution of this suit, including attorneys' fees and other costs. Business Advisors has presented its claim for payment. As such, Business Advisors is entitled to recover any and all reasonable attorneys' fees and costs, pursuant to CHAPTER 38 of the TEX. CIV. PRAC. & REM. CODE. Business Advisors is also entitled to recover all attorneys' fees and costs incurred to collect the outstanding amount owed pursuant to the terms of the NSL Agreement, which provides for the recovery of all attorneys' fees and costs incurred to collect the outstanding amount owed. Business Advisors also requests it be awarded all lawful pre-judgment and post-judgment interest.

Count II: Quantum Meruit Against NSL And The NSL Owners.

48. In the alternative to Count I, Business Advisors hereby incorporates the factual allegations set forth in the above paragraphs as if fully set forth herein.

49. NSL and the NSL Owners promised to pay Business Advisors for performing the services identified in the NSL Agreement for a fixed period of time. Business Advisors relied on the promise of NSL and the NSL Owners, performed the services identified in the NSL Agreement, and employed a dedicated team of staff to perform such services under the NSL Agreement with the reasonable expectation that NSL and the NSL Owners would perform their obligations under the NSL Agreement and pay Business Advisors for the services rendered and labor performed for the agreed period of time.

50. The services rendered, labor performed, and materials furnished to NSL and the NSL Owners by Business Advisors were valuable and conveyed a benefit to NSL and the NSL Owners. Business Advisors has not been compensated for the services rendered, labor performed, and materials furnished, to NSL and the NSL Owners, and has therefore been damaged. Business Advisors is entitled to recover the reasonable value of the services rendered, labor performed, and materials furnished, by Business Advisors for NSL and the NSL Owners. Business Advisors is also entitled to disgorge any profits or other unjust enrichment NSL and the NSL Owners have received from the valuable services rendered, labor performed, and materials furnished, by Business Advisors to NSL and the NSL Owners, which includes all revenue generated by NSL based in whole or in part on Business Advisors' acts. Business Advisors is entitled to recover any and all reasonable attorneys' fees and costs, pursuant to CHAPTER 38 of the TEX. CIV. PRAC. & REM. CODE. Business Advisors also requests it be awarded all lawful pre-judgment and post-judgment interest.

Count III: Breach of Contract Against NSG And The NSG Owner.

51. Business Advisors hereby incorporates the factual allegations set forth in the above paragraphs as if fully set forth herein.

52. The NSG Agreement is a valid and enforceable contract.

53. Business Advisors has performed all conditions precedent, covenants, and promises required of it under the terms and conditions of the NSG Agreement. Business Advisors rendered all services and performed all labor associated with the terms of the NSG Agreement and business dealings between Business Advisors and NSG.

54. As described above, NSG breached the NSG Agreement by failing to pay Business Advisors monthly fees due and owing under the NSG Agreement. NSG further breached the NSG Agreement by failing and refusing to perform its obligations under the NSG Agreement, including, among other things, failing to pay the outstanding amounts due thereunder, repudiating the NSG Agreement, and refusing to send Business Advisors documentation for the processing of any medical claims on and after April 1, 2021.

55. On April 19, 2021, Business Advisors provided NSG written notice of its material breach of the Agreement and demand for payment and performance assurances. Under the terms of the NSG Agreement, NSG unconditionally agreed to pay Business Advisors through the end of the third term and the following month notwithstanding Business Advisor's inability to render services under the NSG Agreement due solely to NSG's wrongful repudiation and non-performance.

56. Despite Business Advisors' written notice and demand for performance assurance, NSG has failed to perform, failed to provide adequate assurance of future performance, and failed to pay Business Advisors pursuant to the terms of the NSG Agreement.

57. Similarly, the NSG Owner personally guaranteed the amounts owed to Business Advisors by NSG under the Agreement, but has failed to pay the outstanding amounts owed.

58. As a direct and proximate result of NSG's breaches and repudiation of the Agreement, Business Advisors has suffered actual damage of \$2,084,300 in monthly fees owed under the Agreement, in addition to the contractual late fees in the amount of \$100 per day, all attorneys' fees and costs incurred, and prejudgment interest on the outstanding amount owed.

59. Because Business Advisor's claims are for, among other things, services rendered, labor performed, and breach of contract, and Business Advisors has been required to retain the undersigned attorneys to prepare, file, and prosecute this suit, Business Advisors has incurred, and will further incur, costs in connection with the prosecution of this suit, including attorneys' fees and other costs. Business Advisors has presented its claim for payment. As such, Business Advisors is entitled to recover any and all reasonable attorneys' fees and costs, pursuant to CHAPTER 38 of the TEX. CIV. PRAC. & REM. CODE. Business Advisors is also entitled to recover all attorneys' fees and costs incurred to collect the outstanding amount owed pursuant to the terms of the NSG Agreement, which provides for the recovery of all attorneys' fees and costs incurred to collect the outstanding amount owed. Business Advisors also requests it be awarded all lawful pre-judgment and post-judgment interest.

Count IV: Quantum Meruit Against NSG And The NSG Owner.

60. In the alternative to Count V, Business Advisors hereby incorporates the factual allegations set forth in the above paragraphs as if fully set forth herein.

61. NSG and the NSG Owner promised to pay Business Advisors for performing the services identified in the NSG Agreement for a fixed period of time. Business Advisors relied on the promise of NSG and the NSG Owner, performed the services identified in the NSG Agreement, and employed a dedicated team of staff to perform such services under the NSG Agreement with

the reasonable expectation that NSG and the NSG Owner would perform their obligations under the NSG Agreement and pay Business Advisors for the services rendered and labor performed for the agreed period of time.

62. The services rendered, labor performed, and materials furnished to NSG and the NSG Owner by Business Advisors were valuable and conveyed a benefit to NSG and the NSG Owner. Business Advisors has not been compensated for the services rendered, labor performed, and materials furnished, to NSG and the NSG Owner, and has therefore been damaged. Business Advisors is entitled to recover the reasonable value of the services rendered, labor performed, and materials furnished, by Business Advisors for NSG and the NSG Owner. Business Advisors is also entitled to disgorge any profits or other unjust enrichment NSG and the NSG Owner have received from the valuable services rendered, labor performed, and materials furnished, by Business Advisors to NSG and the NSG Owner, which includes all revenue generated by NSG based in whole or in part on Business Advisors' acts. Business Advisors is entitled to recover any and all reasonable attorneys' fees and costs, pursuant to CHAPTER 38 of the TEX. CIV. PRAC. & REM. CODE. Business Advisors also requests it be awarded all lawful pre-judgment and post-judgment interest.

CONDITIONS PRECEDENT

63. All conditions precedent to Business Advisors' claims for relief have been performed or have occurred.

BENCH TRIAL

64. Business Advisors hereby requests a bench trial of all issues set forth in this Petition and all issues that may hereafter arise in this action.

ATTORNEYS FEES

65. Business Advisors is entitled to recover its reasonable and necessary attorney fees under the Agreements as well as under CHAPTER 38 of the TEX. CIV. PRAC. & REM. CODE.

REQUEST FOR RELIEF

WHEREFORE, Plaintiff respectfully requests that Defendants be cited to appear and answer, and that this Court enter a judgment in Plaintiff's favor and against Defendants, providing for relief, as follows:

- (1) Judgment, jointly and severally, against NSL and the NSL Owners in the amount of \$10,632.00, plus \$100 per day in late charges, and all other damages in an amount to be determined at trial;
- (2) Judgment, jointly and severally, against NSG and the NSG Owner in the amount of \$2,084,000.00, plus \$100 per day in late charges, and all other damages in an amount to be determined at trial;
- (3) Prejudgment and post-judgment interest at the highest lawful rate;
- (4) All attorneys' fees and costs allowed by law; and
- (5) Such further relief as the Court may deem appropriate and which Plaintiff may be entitled.

Respectfully submitted,

/s/ Jamie R. Welton
Jamie R. Welton
State Bar No. 24013732
Lucas C. Wohlford
State Bar No. 24070871
DUANE MORRIS, LLP
100 Crescent Court, Suite 1200
Dallas, Texas 75201
Telephone: (214) 257-7200
Facsimile: (214) 257-7201
jrwelton@duanemorris.com
lcwohlford@duanemorris.com

ATTORNEYS FOR PLAINTIFF

AFFIDAVIT OF SERVICE

State of Texas

County of Dallas

14th Judicial District Court

Case Number: DC-21-06287

Plaintiff:

BUSINESS ADVISORS MD, LLC

vs.

Defendant:

NATURAL STATE LABORATORIES, LLC, et al

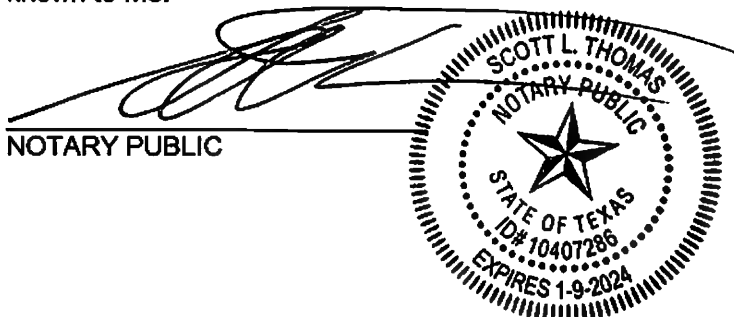
Received these papers on the 27th day of May, 2021 at 2:00 pm to be served on **NATURAL STATE GENOMICS, LLC** by delivering to **THE TEXAS SECRETARY OF STATE, 1019 Brazos St., 1st Floor Lobby, Austin, Travis County, TX 78701.**

I, Jeff Keyton, being duly sworn, depose and say that on the 27th day of May, 2021 at 3:23 pm, I:

delivered true duplicate copies of this Citation together with Plaintiff's Original Petition to the within named defendant, **NATURAL STATE GENOMICS, LLC** by delivering to **THE TEXAS SECRETARY OF STATE**, by and through its designated agent, **WEB JEROME**, at the address of: **1019 Brazos St., 1st Floor Lobby, Austin, Travis County, TX 78701**, having first endorsed upon both copies of such process the date of delivery and tendering the \$55 Statutory Fee.

I certify that I am approved by the Judicial Branch Certification Commission, Misc. Docket No. 05-9122 under rule 103, 501, and 501.2 of the TRCP to deliver citations and other notices from any District, County and Justice Courts in and for the State of Texas. I am competent to make this oath; I am not less than 18 years of age, I am not a party to the above-referenced cause, I have not been convicted of a felony or a crime of moral turpitude, and I am not interested in the outcome of the above-referenced cause.

Subscribed and Sworn to before me on the 27th day of May, 2021 by the affiant who is personally known to me.




Jeff Keyton
PSC-735; Exp 7/31/2022

Our Job Serial Number: THP-2021002605
Ref: 1460279



FORM NO. 3534 CITATION
THE STATE OF TEXAS

To: NATURAL STATE GENOMICS, LLC
BY SERVING THE SECRETARY OF STATE
OFFICE OF THE SECRETARY OF STATE
CITATIONS UNIT - P.O. BOX 12079
AUSTIN, TX, 78711

GREETINGS:

You have been sued. You may employ an attorney. If you or your attorney do not file a written answer with the clerk who issued this citation by 10 o'clock a.m. of the Monday next following the expiration of twenty days after you were served this citation and petition, a default judgment may be taken against you.

In addition to filing a written answer with the clerk, you may be required to make initial disclosures to the other parties of this suit. These disclosures generally must be made no later than 30 days after you file your answer with the clerk. Find out more at TexasLawHelp.org. Your answer should be addressed to the clerk of the 14th District Court at 600 Commerce Street, Dallas Texas. 75202.

Said PLAINTIFF being BUSINESS ADVISORS MD LLC

Filed in said Court on the 17th day of May, 2021 against

NATURAL STATE LABORATORIES LLC; NATURAL STATE GENOMICS LLC; STEPHEN HARRISON; JEFFREY WEEKS;
TIMOTHY MILLER; SHARON MILLER; JOSEPH MILLER; PROVENCE23 LLC; SB HOLDINGS LLC

For suit, said suit being numbered DC-21-06287 the nature of which demand is as follows:

Suit On CNTR CNSMR COM DEBT etc.

as shown on said petition a copy of which accompanies this citation. If this citation is not served, it shall be returned unexecuted.

WITNESS: FELICIA PITRE, Clerk of the District Courts of Dallas, County Texas.

Given under my hand and the Seal of said Court at office on this the 19th day of May, 2021

ATTEST: FELICIA PITRE Clerk of the District Courts of Dallas, County, Texas

By Courtney Rutledge, Deputy
COURTNEY RUTLEDGE



ESERVE (SOS)

CITATION

No.: DC-21-06287

BUSINESS ADVISORS MD LLC

vs.

NATURAL STATE LABORATORIES LLC, et
al

ISSUED

ON THIS THE 19TH DAY OF MAY,
2021

FELICIA PITRE
Clerk District Courts,
Dallas County, Texas

By COURTNEY RUTLEDGE, Deputy

Attorney for : Plaintiff

JAMIE R WELTON
DUANE MORRIS LLP
100 CRESCENT COURT
SUITE 1200
DALLAS TX 75201
214-257-7213

jrwelton@duanemorris.com

**DALLAS COUNTY
SERVICE FEES
NOT PAID**

**OFFICER'S RETURN
FOR INDIVIDUALS**

Cause No. DC-21-06287
Court No: 14th District Court

Style: BUSINESS ADVISORS MD LLC
vs.
NATURAL STATE LABORATORIES LLC, et al

Received this Citation the _____ day of _____, 20____ at _____ o'clock. Executed at _____, within the County of _____, State of _____, on the _____ day of _____, 20____, at _____ o'clock, by _____ each in person, a copy of this Citation together with the accompanying copy of Plaintiff's original petition, having first indorsed on same the date of delivery.

-----000000-----
**OFFICER'S RETURN
FOR CORPORATIONS**

Received this Citation the _____ day of _____, 20____ at _____ o'clock ____M. Executed at _____, within the County of _____, State of _____, on the _____ day of _____, 20____, at _____ o'clock ____M. by summoning the within named Corporation,

President - Vice President - Registered Agent - in person, of the said

a true copy of this citation together with the accompanying copy of Plaintiff's original petition, having first indorsed on same the date of delivery.

-----000000-----

The distance actually traveled by me in serving such process was _____ miles and my fees are as follows: To certify which witness by my hand.

For Serving Citation	\$ _____	Sheriff _____
For Mileage	\$ _____	County of _____
For Notary	\$ _____	State of _____
Total Fees	\$ _____	By _____

(Must be verified if served outside the State of Texas)

State of _____
County of _____

Signed and sworn to me by the said _____ before me this _____ day of _____, 20____, to certify which witness my hand and seal of office.

Seal

State & County of _____

AFFIDAVIT OF SERVICE

State of Texas

County of Dallas

14th Judicial District Court

Case Number: DC-21-06287

Plaintiff:

BUSINESS ADVISORS MD, LLC

vs.

Defendant:

NATURAL STATE LABORATORIES, LLC, et al

Received these papers on the 27th day of May, 2021 at 2:00 pm to be served on **NATURAL STATE LABORATORIES, LLC** by delivering to **THE TEXAS SECRETARY OF STATE, 1019 Brazos St., 1st Floor Lobby, Austin, Travis County, TX 78701.**

I, Jeff Keyton, being duly sworn, depose and say that on the 27th day of May, 2021 at 3:23 pm, I:

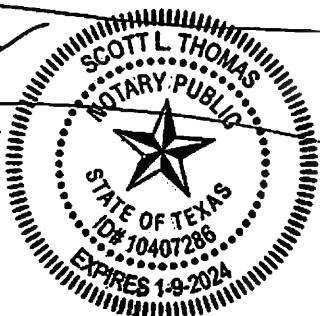
delivered true duplicate copies of this Citation together with Plaintiff's Original Petition to the within named defendant, **NATURAL STATE LABORATORIES, LLC** by delivering to **THE TEXAS SECRETARY OF STATE**, by and through its designated agent, **WEB JEROME**, at the address of: **1019 Brazos St., 1st Floor Lobby, Austin, Travis County, TX 78701**, having first endorsed upon both copies of such process the date of delivery and tendering the \$55 Statutory Fee.

I certify that I am approved by the Judicial Branch Certification Commission, Misc. Docket No. 05-9122 under rule 103, 501, and 501.2 of the TRCP to deliver citations and other notices from any District, County and Justice Courts in and for the State of Texas. I am competent to make this oath; I am not less than 18 years of age, I am not a party to the above-referenced cause, I have not been convicted of a felony or a crime of moral turpitude, and I am not interested in the outcome of the above-referenced cause.

Subscribed and Sworn to before me on the 27th day of May, 2021 by the affiant who is personally known to me.


Jeff Keyton
PSC-735, Exp 7/31/2022


NOTARY PUBLIC



Our Job Serial Number: THP-2021002603
Ref: 1460273, 0277, 0279 & 0281



FORM NO. 3534 CITATION
THE STATE OF TEXAS

To: NATURAL STATE LABORATORIES L.L.C
BY SERVING THE SECRETARY OF STATE
OFFICE OF THE SECRETARY OF STATE
CITATIONS UNIT - P.O. BOX 12079
AUSTIN, TX, 78711

GREETINGS:

You have been sued. You may employ an attorney. If you or your attorney do not file a written answer with the clerk who issued this citation by 10 o'clock a.m. of the Monday next following the expiration of twenty days after you were served this citation and petition, a default judgment may be taken against you.

In addition to filing a written answer with the clerk, you may be required to make initial disclosures to the other parties of this suit. These disclosures generally must be made no later than 30 days after you file your answer with the clerk. Find out more at TexasLawHelp.org. Your answer should be addressed to the clerk of the 14th District Court at 600 Commerce Street, Dallas Texas, 75202.

Said PLAINTIFF being BUSINESS ADVISORS MD LLC

Filed in said Court on the 17th day of May, 2021 against

NATURAL STATE LABORATORIES LLC; NATURAL STATE GENOMICS LLC; STEPHEN HARRISON; JEFFREY WEEKS;
TIMOTHY MILLER; SHARON MILLER; JOSEPH MILLER; PROVENCE23 LLC; SB HOLDINGS L.L.C

For suit, said suit being numbered DC-21-06287 the nature of which demand is as follows:

Suit On CNTR CNSMR COM DEBT etc.

as shown on said petition a copy of which accompanies this citation. If this citation is not served, it shall be returned unexecuted.

WITNESS: FELICIA PITRE, Clerk of the District Courts of Dallas, County Texas.

Given under my hand and the Seal of said Court at office on this the 19th day of May, 2021

ATTEST: FELICIA PITRE Clerk of the District Courts of Dallas, County, Texas

By Courtney Rutledge, Deputy
COURTNEY RUTLEDGE



ESERVE (SOS)

CITATION

No.: DC-21-06287

BUSINESS ADVISORS MD LLC

vs.

NATURAL STATE LABORATORIES L.L.C, et
al

ISSUED

ON THIS THE 19TH DAY OF MAY,
2021

FELICIA PITRE
Clerk District Courts,
Dallas County, Texas

By COURTNEY RUTLEDGE, Deputy

Attorney for : Plaintiff

JAMIE R WELTON
DUANE MORRIS LLP
100 CRESCENT COURT
SUITE 1200

DALLAS TX 75201
214-257-7213

jrwelton@duanemorris.com

**DALLAS COUNTY
SERVICE FEES
NOT PAID**

**OFFICER'S RETURN
FOR INDIVIDUALS**

Cause No. DC-21-06287
Court No: 14th District Court

Style: BUSINESS ADVISORS MD LLC
vs.
NATURAL STATE LABORATORIES LLC, et al

Received this Citation the _____ day of _____, 20____ at _____ o'clock. Executed at _____, within the County of _____, State of _____, on the _____ day of _____, 20____, at _____ o'clock, by _____ delivering to the within named _____ each in person, a copy of this Citation together with the accompanying copy of Plaintiff's original petition, having first indorsed on same the date of delivery.

-----000000-----
**OFFICER'S RETURN
FOR CORPORATIONS**

Received this Citation the _____ day of _____, 20____ at _____ o'clock _____ M. Executed at _____, within the County of _____, State of _____, on the _____ day of _____, 20____, at _____ o'clock _____ M. by summoning the within named Corporation,

President - Vice President - Registered Agent - in person, of the said

a true copy of this citation together with the accompanying copy of Plaintiff's original petition, having first indorsed on same the date of delivery.

-----000000-----

The distance actually traveled by me in serving such process was _____ miles and my fees are as follows: To certify which witness by my hand.

For Serving Citation	\$ _____	Sheriff _____
For Mileage	\$ _____	County of _____
For Notary	\$ _____	State of _____
Total Fees	\$ _____	By _____

(Must be verified if served outside the State of Texas)

State of _____
County of _____

Signed and sworn to me by the said _____ before me this _____ day of _____, 20____, to certify which witness my hand and seal of office.

Seal

State & County of _____

AFFIDAVIT OF SERVICE

State of Texas

County of Dallas

14th Judicial District Court

Case Number: DC-21-06287

Plaintiff:

BUSINESS ADVISORS MD, LLC

vs.

Defendant:

NATURAL STATE LABORATORIES, LLC, et al


Received these papers on the 27th day of May, 2021 at 2:00 pm to be served on **PROVENCE23, LLC** by delivering to **THE TEXAS SECRETARY OF STATE, 1019 Brazos St., 1st Floor Lobby, Austin, Travis County, TX 78701.**

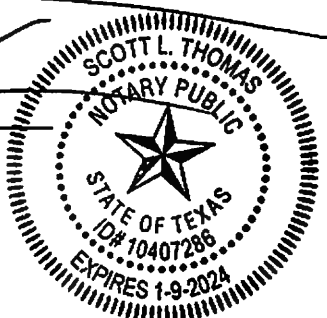
I, Jeff Keyton, being duly sworn, depose and say that on the 27th day of May, 2021 at 3:23 pm, I:

delivered true duplicate copies of this Citation together with Plaintiff's Original Petition to the within named defendant, **PROVENCE23, LLC** by delivering to **THE TEXAS SECRETARY OF STATE**, by and through its designated agent, **WEB JEROME**, at the address of: **1019 Brazos St., 1st Floor Lobby, Austin, Travis County, TX 78701**, having first endorsed upon both copies of such process the date of delivery and tendering the \$55 Statutory Fee.

I certify that I am approved by the Judicial Branch Certification Commission, Misc. Docket No. 05-9122 under rule 103, 501, and 501.2 of the TRCP to deliver citations and other notices from any District, County and Justice Courts in and for the State of Texas. I am competent to make this oath; I am not less than 18 years of age, I am not a party to the above-referenced cause, I have not been convicted of a felony or a crime of moral turpitude, and I am not interested in the outcome of the above-referenced cause.

Subscribed and Sworn to before me on the 27th day of May, 2021 by the affiant who is personally known to me.


NOTARY PUBLIC




Jeff Keyton
PSC-735; Exp 7/31/2022

Our Job Serial Number: THP-2021002606
Ref: 1460281



FORM NO. 3534 CITATION
THE STATE OF TEXAS

To: **PROVENCE23, LLC**
BY SERVING THE SECRETARY OF STATE
OFFICE OF THE SECRETARY OF STATE
CITATIONS UNIT - P.O. BOX 12079
AUSTIN, TX, 78711

GREETINGS:

You have been sued. You may employ an attorney. If you or your attorney do not file a written answer with the clerk who issued this citation by 10 o'clock a.m. of the Monday next following the expiration of twenty days after you were served this citation and petition, a default judgment may be taken against you.

In addition to filing a written answer with the clerk, you may be required to make initial disclosures to the other parties of this suit. These disclosures generally must be made no later than 30 days after you file your answer with the clerk. Find out more at TexasLawHelp.org. Your answer should be addressed to the clerk of the 14th District Court at 600 Commerce Street, Dallas Texas. 75202.

Said PLAINTIFF being **BUSINESS ADVISORS MD LLC**

Filed in said Court on the 17th day of May, 2021 against

NATURAL STATE LABORATORIES LLC; NATURAL STATE GENOMICS LLC; STEPHEN HARRISON; JEFFREY WEEKS; TIMOTHY MILLER; SHARON MILLER; JOSEPH MILLER; PROVENCE23 LLC; SB HOLDINGS LLC

For suit, said suit being numbered **DC-21-06287** the nature of which demand is as follows:
Suit On **CNTR CNSMR COM DEBT** etc.

as shown on said petition a copy of which accompanies this citation. If this citation is not served, it shall be returned unexecuted.

WITNESS: FELICIA PITRE, Clerk of the District Courts of Dallas, County Texas.

Given under my hand and the Seal of said Court at office on this the 19th day of May, 2021

ATTEST: FELICIA PITRE Clerk of the District Courts of Dallas, County, Texas

By *Courtney Rutledge*, Deputy
COURTNEY RUTLEDGE



ESERVE (SOS)

CITATION

No.: **DC-21-06287**

BUSINESS ADVISORS MD LLC

vs.

NATURAL STATE LABORATORIES LLC, et al

ISSUED

**ON THIS THE 19TH DAY OF MAY,
2021**

FELICIA PITRE
Clerk District Courts,
Dallas County, Texas

By **COURTNEY RUTLEDGE**, Deputy

Attorney for : Plaintiff

JAMIE R WELTON
DUANE MORRIS LLP
100 CRESCENT COURT
SUITE 1200

DALLAS TX 75201
214-257-7213

jrwelton@duanemorris.com

DALLAS COUNTY
SERVICE FEES
NOT PAID

**OFFICER'S RETURN
FOR INDIVIDUALS**

Cause No. DC-21-06287
Court No: 14th District Court

Style: BUSINESS ADVISORS MD LLC
vs.
NATURAL STATE LABORATORIES LLC, et al

Received this Citation the _____ day of _____, 20____ at _____ o'clock. Executed at _____, within the County of _____, State of _____, on the _____ day of _____, 20____, at _____ o'clock, by _____ delivering to the within named _____ each in person, a copy of this Citation together with the accompanying copy of Plaintiff's original petition, having first indorsed on same the date of delivery.

-----000000-----
**OFFICER'S RETURN
FOR CORPORATIONS**

Received this Citation the _____ day of _____, 20____ at _____ o'clock _____ M. Executed at _____, within the County of _____, State of _____, on the _____ day of _____, 20____, at _____ o'clock _____ M. by summoning the within named Corporation, _____

President - Vice President - Registered Agent - in person, of the said

a true copy of this citation together with the accompanying copy of Plaintiff's original petition, having first indorsed on same the date of delivery.

-----000000-----

The distance actually traveled by me in serving such process was _____ miles and my fees are as follows: To certify which witness by my hand.

For Serving Citation	\$ _____	Sheriff _____
For Mileage	\$ _____	County of _____
For Notary	\$ _____	State of _____
Total Fees	\$ _____	By _____

(Must be verified if served outside the State of Texas)

State of _____
County of _____

Signed and sworn to me by the said _____ before me this _____ day of _____, 20____, to certify which witness my hand and seal of office.

Seal

State & County of _____

AFFIDAVIT OF SERVICE

State of Texas

County of Dallas

14th Judicial District Court

Case Number: DC-21-06287

Plaintiff:

BUSINESS ADVISORS MD, LLC

vs.

Defendant:

NATURAL STATE LABORATORIES, LLC, et al

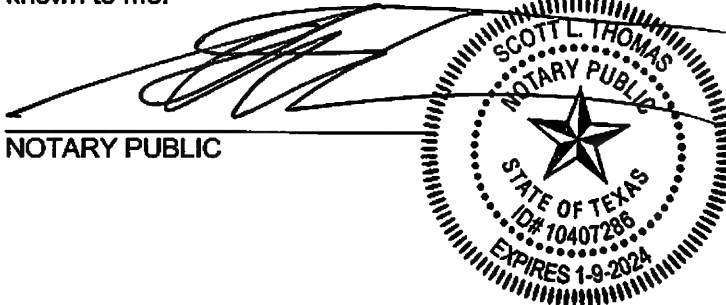
Received these papers on the 27th day of May, 2021 at 2:00 pm to be served on **SB HOLDINGS, LLC** by delivering to **THE TEXAS SECRETARY OF STATE, 1019 Brazos St., 1st Floor Lobby, Austin, Travis County, TX 78701.**

I, Jeff Keyton, being duly sworn, depose and say that on the **27th day of May, 2021 at 3:23 pm, I:**

delivered true duplicate copies of this **Citation together with Plaintiff's Original Petition** to the within named defendant, **SB HOLDINGS, LLC** by delivering to **THE TEXAS SECRETARY OF STATE**, by and through its designated agent, **WEB JEROME**, at the address of: **1019 Brazos St., 1st Floor Lobby, Austin, Travis County, TX 78701**, having first endorsed upon both copies of such process the date of delivery and tendering the \$55 Statutory Fee.

I certify that I am approved by the Judicial Branch Certification Commission, Misc. Docket No. 05-9122 under rule 103, 501, and 501.2 of the TRCP to deliver citations and other notices from any District, County and Justice Courts in and for the State of Texas. I am competent to make this oath; I am not less than 18 years of age, I am not a party to the above-referenced cause, I have not been convicted of a felony or a crime of moral turpitude, and I am not interested in the outcome of the above-referenced cause.

Subscribed and Sworn to before me on the 27th day of May, 2021 by the affiant who is personally known to me.




Jeff Keyton
PSC-735; Exp 7/31/2022

Our Job Serial Number: THP-2021002604
Ref: 1460277



FORM NO. 3534 CITATION
THE STATE OF TEXAS

To: **SB HOLDINGS, LLC**
BY SERVING THE SECRETARY OF STATE
OFFICE OF THE SECRETARY OF STATE
CITATIONS UNIT - P.O. BOX 12079
AUSTIN, TX, 78711

GREETINGS:

You have been sued. You may employ an attorney. If you or your attorney do not file a written answer with the clerk who issued this citation by 10 o'clock a.m. of the Monday next following the expiration of twenty days after you were served this citation and petition, a default judgment may be taken against you.

In addition to filing a written answer with the clerk, you may be required to make initial disclosures to the other parties of this suit. These disclosures generally must be made no later than 30 days after you file your answer with the clerk. Find out more at TexasLawHelp.org. Your answer should be addressed to the clerk of the 14th District Court at 600 Commerce Street, Dallas Texas, 75202.

Said PLAINTIFF being **BUSINESS ADVISORS MD LLC**

Filed in said Court on the 17th day of May, 2021 against

NATURAL STATE LABORATORIES LLC; NATURAL STATE GENOMICS LLC; STEPHEN HARRISON; JEFFREY WEEKS; TIMOTHY MILLER; SHARON MILLER; JOSEPH MILLER; PROVENCE23 LLC; SB HOLDINGS LLC

For suit, said suit being numbered **DC-21-06287** the nature of which demand is as follows:

Suit On **CNTR CNSMR COM DEBT** etc.

as shown on said petition a copy of which accompanies this citation. If this citation is not served, it shall be returned unexecuted.

WITNESS: FELICIA PITRE, Clerk of the District Courts of Dallas, County Texas.

Given under my hand and the Seal of said Court at office on this the 19th day of May, 2021

ATTEST: FELICIA PITRE Clerk of the District Courts of Dallas, County, Texas

By *Courtney Rutledge*, Deputy
COURTNEY RUTLEDGE



ESERVE (SOS)

CITATION

No.: **DC-21-06287**

BUSINESS ADVISORS MD LLC

vs.

NATURAL STATE LABORATORIES LLC, et al

ISSUED

**ON THIS THE 19TH DAY OF MAY,
2021**

FELICIA PITRE
Clerk District Courts,
Dallas County, Texas

By **COURTNEY RUTLEDGE**, Deputy

Attorney for : Plaintiff

JAMIE R WELTON
DUANE MORRIS LLP
100 CRESCENT COURT
SUITE 1200
DALLAS TX 75201
214-257-7213

irwelton@duanemorris.com

**DALLAS COUNTY
SERVICE FEES
NOT PAID**

**OFFICER'S RETURN
FOR INDIVIDUALS**

Cause No. DC-21-06287
Court No: 14th District Court

Style: BUSINESS ADVISORS MD LLC
vs.
NATURAL STATE LABORATORIES LLC, et al

Received this Citation the _____ day of _____, 20____ at _____ o'clock. Executed at _____, within the County of _____, State of _____, on the _____ day of _____, 20____, at _____ o'clock, by _____ delivering to the within named _____ each in person, a copy of this Citation together with the accompanying copy of Plaintiff's original petition, having first indorsed on same the date of delivery.

-----000000-----
**OFFICER'S RETURN
FOR CORPORATIONS**

Received this Citation the _____ day of _____, 20____ at _____ o'clock _____ M. Executed at _____, within the County of _____, State of _____, on the _____ day of _____, 20____, at _____ o'clock _____ M. by summoning the within named Corporation.

President - Vice President - Registered Agent - in person, of the said

a true copy of this citation together with the accompanying copy of Plaintiff's original petition, having first indorsed on same the date of delivery.

-----000000-----

The distance actually traveled by me in serving such process was _____ miles and my fees are as follows: To certify which witness by my hand.

For Serving Citation	\$ _____	Sheriff _____
For Mileage	\$ _____	County of _____
For Notary	\$ _____	State of _____
Total Fees	\$ _____	By _____

(Must be verified if served outside the State of Texas)

State of _____
County of _____

Signed and sworn to me by the said _____ before me this _____ day of _____, 20____, to certify which witness my hand and seal of office.

Seal

State & County of _____

CAUSE NO. DC-21-06287

BUSINESS ADVISORS MD, LLC,

Plaintiff(s),

VS.

NATURAL STATE LABORATORIES,
LLC; NATURAL STATE GENOMICS,
LLC, ET AL.,

Defendant(s).

IN THE DISTRICT COURT

14TH JUDICIAL DISTRICT

DALLAS COUNTY, TEXAS

RETURN OF SERVICE

Came to my hand on Wednesday, May 26, 2021 at 3:15 PM,
Executed at: 1400 KIRK ROAD, LITTLE ROCK, AR 72223
within the county of PULASKI at 10:31 AM, on Monday, June 7, 2021,
by individually and personally delivering to the within named:

JEFFREY WEEKS

a true copy of this

CITATION and PLAINTIFF'S ORIGINAL PETITION

having first endorsed thereon the date of the delivery.

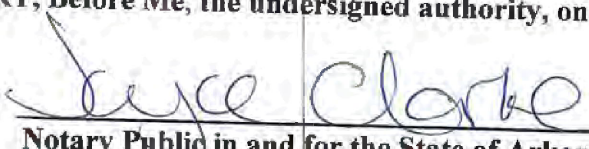
BEFORE ME, the undersigned authority, on this day personally appeared TIM SIBERT who after being duly sworn on oath states: "My name is TIM SIBERT. I am a person over eighteen (18) years of age and I am competent to make this affidavit. I am a resident of the State of Arkansas. I have personal knowledge of the facts and statements contained in this affidavit and aver that each is true and correct. I am not a party to this suit nor related or affiliated with any herein, and have no interest in the outcome of the suit. I have never been convicted of a felony or of a misdemeanor involving moral turpitude."

By:


TIM SIBERT-PROCESS SERVER
served@specialdelivery.com

Subscribed and Sworn to by TIM SIBERT, Before Me, the undersigned authority, on this
9th day of June, 2021.




Notary Public in and for the State of Arkansas

**FORM NO. 353-3 - CITATION
THE STATE OF TEXAS**

**To: JEFFREY WEEKS
1535 DECLARATION COVE,
CONWAY, AR 72034**

GREETINGS:

You have been sued. You may employ an attorney. If you or your attorney do not file a written answer with the clerk who issued this citation by 10 o'clock a.m. of the Monday next following the expiration of twenty days after you were served this citation and petition, a default judgment may be taken against you. In addition to filing a written answer with the clerk, you may be required to make initial disclosures to the other parties of this suit. These disclosures generally must be made no later than 30 days after you file your answer with the clerk. Find out more at TexasLawHelp.org. Your answer should be addressed to the clerk of the **14th District Court** at 600 Commerce Street, Ste. 101, Dallas, Texas 75202.

Said Plaintiff being **BUSINESS ADVISORS MD LLC**

Filed in said Court **17th day of May, 2021** against

NATURAL STATE LABORATORIES LLC, et al

For Suit, said suit being numbered **DC-21-06287**, the nature of which demand is as follows:
Suit on **CNTR CNSMR COM DEBT** etc. as shown on said petition, a copy of which accompanies this citation. If this citation is not served, it shall be returned unexecuted.

WITNESS: FELICIA PITRE, Clerk of the District Courts of Dallas, County Texas.
Given under my hand and the Seal of said Court at office this 19th day of May, 2021.

ATTEST: FELICIA PITRE, Clerk of the District Courts of Dallas, County, Texas

By , Deputy
COURTNEY RUTLEDGE



ESERVE

CITATION

DC-21-06287

**BUSINESS ADVISORS MD LLC
vs.
NATURAL STATE LABORATORIES LLC, et
al**

**ISSUED THIS
19th day of May, 2021**

FELICIA PITRE
Clerk District Courts,
Dallas County, Texas

By: COURTNEY RUTLEDGE, Deputy

**Attorney for Plaintiff
JAMIE R WELTON
DUANE MORRIS LLP
100 CRESCENT COURT
SUITE 1200
DALLAS TX 75201
214-257-7213
jrwelton@duanemorris.com**

**DALLAS COUNTY
SERVICE FEES
NOT PAID**

OFFICER'S RETURN

Case No. : DC-21-06287

Court No.14th District Court

Style: BUSINESS ADVISORS MD LLC

vs.

NATURAL STATE LABORATORIES LLC, et al

Came to hand on the _____ day of _____, 20_____, at _____ o'clock _____ .M. Executed at _____,
within the County of _____ at _____ o'clock _____ .M. on the _____ day of _____,
20_____, by delivering to the within named _____

each in person, a true copy of this Citation together with the accompanying copy of this pleading, having first endorsed on same date of delivery. The distance actually traveled by
me in serving such process was _____ miles and my fees are as follows: To certify which witness my hand.

For serving Citation \$ _____

For mileage \$ _____ of _____ County, _____

For Notary \$ _____ By _____ Deputy

(Must be verified if served outside the State of Texas.)

Signed and sworn to by the said _____ before me this _____ day of _____, 20 _____,

to certify which witness my hand and seal of office.

Notary Public _____ County _____

**RETURN / AFFIDAVIT
PROOF / ATTACHED**

CAUSE NO. DC-21-06287

BUSINESS ADVISORS MD, LLC,	§	IN THE DISTRICT COURT
	§	
	§	
PLAINTIFF	§	
	§	
V.	§	
	§	
	§	DALLAS COUNTY, TEXAS
	§	
NATURAL STATE LABORATORIES,	§	
LLC, NATURAL STATE GENOMICS,	§	
LLC, STEPHEN HARRISON,	§	
JEFFREY WEEKS, TIMOTHY	§	
MILLER, SHARON MILLER, JOSEPH	§	
MILLER, PROVENCE23, LLC, AND	§	
SB HOLDINGS, LLC,	§	
	§	
DEFENDANTS.	§	14 th DISTRICT COURT

DEFENDANTS' ORIGINAL ANSWER

TO THE HONORABLE JUDGE OF SAID COURT:

COMES NOW, Defendants, Natural State Laboratories, LLC (also referred to herein as “NSL”), Natural State Genomics, LLC (also referred to herein as “NSG”), Stephen Harrison, Jeffrey Weeks, Timothy Miller, Sharon Miller, Joseph Miller, Provence23, LLC, and SB Holdings, LLC (all of the Defendants are collectively referred to herein as “Defendants”) and file this their Original Answer to Plaintiff’s Original Petition, and in support thereof, shows the Court the following:

I. DISCOVERY CONTROL PLAN LEVEL

1. Defendants do not object to Plaintiff’s designation that this case should be conducted as a Level 2 Discovery Control Plan case pursuant to Rule 190.3 of the TEXAS RULES OF CIVIL PROCEDURE.

II. GENERAL DENIAL

2. Defendants deny each and every allegation contained in Plaintiff's Original Petition and demand that the Plaintiff prove its allegations by a preponderance of the evidence as provided in Rule 92 of the TEXAS RULES OF CIVIL PROCEDURE.

III. SPECIFIC DENIALS

3. As provided in Rule 93(2) of the TEXAS RULES OF CIVIL PROCEDURE Defendant, Timothy Miller, specifically denies that he is liable in the capacity in which he is sued which is as a guarantor of payment on the contract between the Plaintiff and Defendant NSL as alleged in Plaintiff's action. *(See attached verification regarding the same).*
4. As provided in Rule 93(2) of the TEXAS RULES OF CIVIL PROCEDURE Defendant, Sharon Miller, specifically denies that she is liable in the capacity in which she is sued which is as a guarantor of payment on the contract between the Plaintiff and Defendant NSL as alleged in Plaintiff's action. *(See attached verification regarding the same).*
5. As provided in Rule 93(2) of the TEXAS RULES OF CIVIL PROCEDURE Defendant, Joseph Miller, specifically denies that he is liable in the capacity in which he is sued which is as a guarantor of payment on the contract between the Plaintiff and Defendant NSL as alleged in Plaintiff's action. *(See attached verification regarding the same).*

6. As provided in Rule 93(2) of the TEXAS RULES OF CIVIL PROCEDURE Defendant, Provence23, LLC, specifically denies that it is liable in the capacity in which it is sued which is as a guarantor of payment on the contract between the Plaintiff and Defendant NSL and the contract between the Plaintiff and Defendant NSL both of which are alleged in Plaintiff's action. *(See attached verification regarding the same).*
7. As provided in Rule 93(2) of the TEXAS RULES OF CIVIL PROCEDURE Defendant, SB Holdings, LLC, specifically denies that it is liable in the capacity in which it is sued which is as a guarantor of payment on the contract between the Plaintiff and Defendant NSG as alleged in Plaintiff's action. *(See attached verification regarding the same).*
8. As provided in Rule 93(2) of the TEXAS RULES OF CIVIL PROCEDURE Defendant, Stephen Harrison, specifically denies that he is liable in the capacity in which he is sued as a guarantor of payment on the contract between the Plaintiff and Defendant NSL as alleged in Plaintiff's action. *(See attached verification regarding the same).*
9. As provided in Rule 93(2) of the TEXAS RULES OF CIVIL PROCEDURE Defendant, Jeffrey Weeks, specifically denies that he is liable in the capacity in which he is sued as a guarantor of payment on the contract between the Plaintiff and Defendant NSL as alleged in Plaintiff's action. *(See attached verification regarding the same).*

PRAYER

Wherefore, premises considered, Defendants pray that Plaintiff, be denied the relief which it has requested and that Defendants have and recover judgment against the Plaintiff and be granted such equitable and other relief to which it may show itself to be entitled.

Respectfully submitted,

/s/ Thomas S. Brandon, Jr.

Thomas S. Brandon, Jr.

State Bar No. 02881400

tbrandon@whitakerchalk.com

John Allen Chalk

State Bar No. 04059400

jchalk@whitakerchalk.com

WHITAKER CHALK SWINDLE & SCHWARTZ PLLC

301 Commerce Street, Suite 3500

Fort Worth, Texas 76102-4186

Telephone: 817-878-0500

Facsimile: 817-878-0501

ATTORNEYS FOR DEFENDANTS

CERTIFICATE OF SERVICE

This is to certify that a true and correct copy of the foregoing was served on all counsel of record, via e-filing and via email, as provided in the TEX.R.CIV.PROC., on this 17th day of June, 2021, namely: Jamie Welton, jrwelton@duanemorris.com, and Lucas Wohlford, lcwohlford@duanemorris.com of DUANE MORRIS, LLP, 100 Crescent Dr., Suite 1200, Dallas, TX 75201.

/s/ Thomas S. Brandon, Jr.


Thomas S. Brandon, Jr.

VERIFICATION

I, TIMOTHY MILLER, am individually named as a Defendant in the above-entitled action, and I am authorized to make this verification.

I have read the foregoing DEFENDANT'S ORIGINAL ANSWER and know the contents thereof.

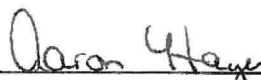
The special denial in paragraph III(3) of the said Answer is true and correct based upon my own knowledge and understanding as did not sign or execute any guarantee for any debts which may be owed by NSL.



Timothy Miller

STATE OF ARKANSAS §
 §
COUNTY OF Pulaski §

Signed and sworn to by Timothy Miller, known by me on this the 15th day of June, 2021 at Little Rock, Arkansas.



Notary Public in and for the State of Arkansas

My commission expires:

10-24-22



VERIFICATION

I, SHARON MILLER, am individually named as a Defendant in the above-entitled action, and I am authorized to make this verification.

I have read the foregoing DEFENDANT'S ORIGINAL ANSWER and know the contents thereof.

The special denial in paragraph III(4) of the said Answer is true and correct based upon my own knowledge and understanding as did not sign or execute any guarantee for any debts which may be owed by NSL.

Sharon Miller
Sharon Miller

STATE OF ARKANSAS §
COUNTY OF Pulaski §
§

Signed and sworn to by Sharon Miller, known by me on this the 16th day of June, 2021 at Little Rock, Arkansas.

Marvenia Hernandez
Notary Public in and for the State of Arkansas

My commission expires:

3-20-2028



VERIFICATION

I, JOSEPH MILLER, am individually named as a Defendant in the above-entitled action, and I am authorized to make this verification.

I have read the foregoing DEFENDANT'S ORIGINAL ANSWER and know the contents thereof.

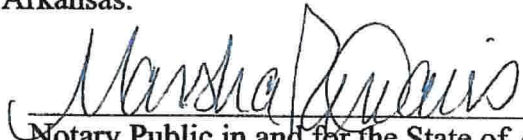
The special denial in paragraph III(5) of the said Answer is true and correct based upon my own knowledge and understanding as did not sign or execute any guarantee for any debts which may be owed by NSL.



Joseph Miller

STATE OF ARKANSAS §
COUNTY OF Pulaski §
 §

Signed and sworn to by Joseph Miller, known by me on this the 15th day of June,
2021 at Little Rock, Arkansas.



Notary Public in and for the State of Arkansas

My commission expires:
May 27, 2024



VERIFICATION

PROVENCE23, LLC, is named as a Defendant in the above-entitled action, and I am authorized as the officer of the said Defendant to make this verification on its behalf.

I have read the foregoing DEFENDANT'S ORIGINAL ANSWER and know the contents thereof.

The special denial in paragraph III(6) of the said Answer is true and correct based upon my own knowledge and understanding that neither PROVENCE 23, LLC nor anyone on behalf of the Defendant signed or executed any guarantee for any debts which may be owed by NSL.

PROVENCE23, LLC



By: Seaborn Bell

Its: Manager of Whiscent Investments, LLC,
Sole member of Provenc 23, LLC
Manager

STATE OF ARKANSAS

COUNTY OF Pulaski

§
§
§

Signed and sworn to by Seaborn Bell, known by me on this the 15th day of June,
2021 at Little Rock, Arkansas.



Notary Public in and for the State of Arkansas

My commission expires:



VERIFICATION

SB HOLDINGS, LLC, is named as a Defendant in the above-entitled action, and I am authorized as the officer of the said Defendant to make this verification on its behalf.

I have read the foregoing DEFENDANT'S ORIGINAL ANSWER and know the contents thereof.

The special denial in paragraph III(7) of the said Answer is true and correct based upon my own knowledge and understanding that neither SB HOLDINGS, LLC nor anyone on behalf of the Defendant signed or executed any guarantee for any debts which may be owed by NSG.

SB HOLDINGS, LLC

Seaborn Bell
By: Seaborn Bell
Its: Manager

STATE OF ARKANSAS §
 §
COUNTY OF Pulaski §

Signed and sworn to by Seaborn Bell, known by me on this the 16th day of June, 2021 at Little Rock, Arkansas.

Terry Stebbins
Notary Public in and for the State of Arkansas

My commission expires:



VERIFICATION

I, STEPHEN HARRISON, am individually named as a Defendant in the above-entitled action, and I am authorized to make this verification.

I have read the foregoing DEFENDANT'S ORIGINAL ANSWER and know the contents thereof.

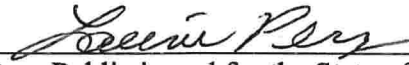
The special denial in paragraph III(8) of the said Answer is true and correct based upon my own knowledge and understanding as did not sign or execute any guarantee for any debts which may be owed by NSG.


Stephen Harrison

STATE OF ARKANSAS §

COUNTY OF Pulaski §

Signed and sworn to by Stephen Harrison, known by me on this the 15th day of June, 2021 at Little Rock AR, Arkansas.


Notary Public in and for the State of Arkansas

My commission expires:

03-03-2029

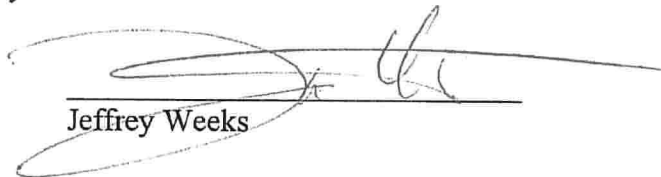


VERIFICATION

I, JEFFREY WEEKS, am individually named as a Defendant in the above-entitled action, and I am authorized to make this verification.

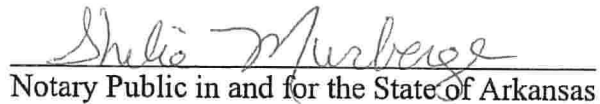
I have read the foregoing DEFENDANT'S ORIGINAL ANSWER and know the contents thereof.

The special denial in paragraph III(9) of the said Answer is true and correct based upon my own knowledge and understanding as did not sign or execute any guarantee for any debts which may be owed by NSL.


Jeffrey Weeks

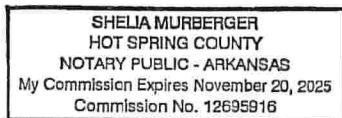
STATE OF ARKANSAS §
 §
COUNTY OF Polaski §

Signed and sworn to by Jeffrey Weeks, known by me on this the 17th day of June, 2021 at 11:50 am, Arkansas.


Notary Public in and for the State of Arkansas

My commission expires:

11-20-2025



Automated Certificate of eService

This automated certificate of service was created by the eFiling system. The filer served this document via email generated by the eFiling system on the date and to the persons listed below. The rules governing certificates of service have not changed. Filers must still provide a certificate of service that complies with all applicable rules.

Thomas Brandon on behalf of Thomas Brandon
 Bar No. 02881400
 tbrandon@whitakerchalk.com
 Envelope ID: 54520066
 Status as of 6/18/2021 12:02 PM CST

Associated Case Party: NATURAL STATE LABORATORIES LLC

Name	BarNumber	Email	TimestampSubmitted	Status
Thomas S.Brandon, Jr.		tbrandon@whitakerchalk.com	6/17/2021 1:00:22 PM	SENT
John AllenChalk		jchalk@whitakerchalk.com	6/17/2021 1:00:22 PM	SENT
Kimberly J.Krueger		kkrueger@whitakerchalk.com	6/17/2021 1:00:22 PM	SENT

Case Contacts

Name	BarNumber	Email	TimestampSubmitted	Status
JAMIE WELTON		jrwekton@duanemorris.com	6/17/2021 1:00:22 PM	ERROR

CERTIFICATE OF INTERESTED PERSONS

**UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF TEXAS**

Business Advisors MD, LLC
Plaintiff

v.

3:21-cv-1451

Civil Action No.

Natural State Laboratories, LLC, et.al.
Defendant

CERTIFICATE OF INTERESTED PERSONS

(This form also satisfies Fed. R. Civ. P. 7.1)

Pursuant to Fed. R. Civ. P. 7.1 and LR 3.1(c), LR 3.2(e), LR 7.4, LR 81.1(a)(4)(D), and LR 81.2, Defendants, Natural State Laboratories, LLC, Natural State Genomics, LLC, Stephen Harrison, Jeffrey Weeks, Timothy Miller, Sharon Miller, Joseph Miller, Provence23, LLC, and SB Holdings, LLC

provides the following information:

For a nongovernmental corporate party, the name(s) of its parent corporation and any publicly held corporation that owns 10% or more of its stock (if none, state "None"):

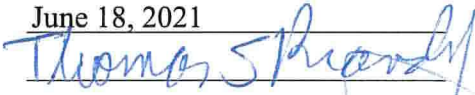
****Please separate names with a comma. Only text visible within box will print.***

None.

A complete list of all persons, associations of persons, firms, partnerships, corporations, guarantors, insurers, affiliates, parent or subsidiary corporations, or other legal entities that are financially interested in the outcome of the case:

****Please separate names with a comma. Only text visible within box will print.***

Defendants, Natural State Laboratories, LLC, Natural State Genomics, LLC, Stephen Harrison, Jeffrey Weeks, Provence23, LLC, SB Holdings, LLC, Timothy Miller, Sharon Miller, and Joseph Miller, as well as non-defendant, Whisenhut Investments, LLC which is the sole member of Provence23, LLC

Date: June 18, 2021
Signature: 
Print Name: Thomas S. Brandon, Jr.
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